

Hardin Co.

PPME #2003 (Roads)

7/1/2004 6/30/2007

HARDIN COUNTY, IOWA

Agreement With

PUBLIC, PROFESSIONAL AND MAINTENANCE
EMPLOYEES, LOCAL 2003, IBPAT

July 1, 2004 through June 30, 2007

THIS AGREEMENT is made and entered into at Eldora, Iowa, by and between HARDIN COUNTY, IOWA, hereinafter sometimes referred to as the "County", or the "Employer" and PUBLIC, PROFESSIONAL AND MAINTENANCE EMPLOYEES, LOCAL 2003, IBPAT, hereinafter referred to as the "Union."

In consideration of the covenants hereinafter contained by and on behalf of the County and the Union, it is mutually agreed as follows:

ARTICLE I

Intent and Purpose

1.1 It is the intent and purpose of the parties hereto to set forth an agreement concerning rates of pay and other subjects of bargaining, to promote orderly and peaceful labor relations for the mutual interest of the County, its Employees, the Union, and the public to the end that there will be no work slowdowns, stoppages, strikes, interruptions of work or other interference with the orderly, effective and efficient operation of the County's business, to assure the orderly, effective and efficient operation of the Secondary Road Department in order to provide for health, safety and welfare of the citizens of Hardin County, and to promote the prompt and efficient performance of work assigned to employees.

1.2 The parties recognize and declare the necessity of providing the most efficient and highest quality services to citizens and taxpayers of Hardin County.

1.3 The parties further recognize that the basic purpose of Hardin County is to operate and conduct County business, and that the Secondary Road Department is obligated to assist the County Administration in keeping the County roads safe and functional for those who use them.

ARTICLE II

Recognition

2.1 The County recognizes the Union as the bargaining agent for all regular full-time employees in the following described unit as certified by the Public Employment Relations Board in Case No. 1297 on October 27, 1978:

Included: All regular full-time patrolmen, mechanics, helpers and dragline operators employed by Hardin County Secondary Road Department.

Excluded: All office clerical employees, professional employees, inspectors, instrumentmen, rodmen, supervisors, confidential employees, all persons excluded by Section 20.4, Code of Iowa (1977), and all other persons employed by Hardin County, Iowa, and its boards, commissions, agencies and departments.

ARTICLE III

County and Union

Rights and Responsibilities

3.1 The Union recognizes its responsibilities as the bargaining agent of those regular full-time employees described above in Section 2.1, and realizes that in order to provide maximum opportunities for continuing employment and fair compensation, the County must be able to operate efficiently and at the lowest possible cost consistent with fair labor standards. The Union, therefore, assumes responsibility for cooperating in the attainment of these goals and agrees: (a) that it will cooperate with the County and support its efforts to assure a full and fair day's work on the part of its employees; (b) that it will actively combat absenteeism and any other practice

which restricts efficient operations of the County; and (c) that it will earnestly strive to improve and strengthen good will between the County and its employees, and the public.

3.2 The Union recognizes the authority, powers, rights and prerogatives which belong solely, exclusively, and without limitation to the County, including, without limitation on the generality of the foregoing, the right to manage, operate and direct the affairs and operations of the County and the Secondary Road Department, to direct the work and the working forces, to maintain order and efficiency, to plan, direct and control all the operations and services of the Secondary Road Department, to schedule and assign work, to determine the size and location of the County's operations and to determine the type and amount of equipment to be used, to extend, maintain, curtail or terminate operations of the County, to determine methods and materials to be used, including the right to introduce new methods or facilities and to change or eliminate existing methods or facilities, to create, modify and terminate departments, job classifications and job duties, to subcontract, to transfer and lay off, to determine the number and starting times of shifts, the number of hours and days in the workweek, hours of work, the number of persons to be employed at any time and establish their duties, and to make, implement, enforce and require employees to observe rules and regulations set forth by the County, except to the extent expressly limited by a specific provision of this Agreement; provided, however, that these rights will not be used for the purpose of unlawfully discriminating against any employee because of his/her membership or nonmembership in the Union.

3.3 In addition to all authority, powers, rights and prerogatives of the County set forth in Section 3.2 above, and those established by constitutional provision, statute, ordinance, charter or special act, which belong solely, exclusively and without limitation to the County, all of the authority, powers, rights and prerogatives the County had prior to this Agreement are retained by and reserved to it and shall remain within its exclusive control, except to the extent expressly limited by a specific provision of this Agreement.

3.4 The County will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of the County's employees to refrain from Union membership. There shall be no unlawful discrimination by the County or the Union because of membership or nonmembership in the Union. The Union agrees neither it nor any of its officers or agents will engage in any activity which will interrupt or interfere with the operations of the County.

3.5 For purposes of investigating pending grievances and collecting dues, a duly authorized representative of the Union may have access to County premises with supervision's prior consent. The County will cooperate to facilitate such visitations, and the Union will not interfere with or interrupt the County's operations or the work of its employees.

ARTICLE IV

Definitions

4.1 A regular employee is a full-time permanent employee who has completed his/her probationary period.

4.2 A permanent employee is one whose employment is intended to be permanent rather than for a limited, temporary period or purpose.

4.3 Part-time employees, and temporary employees hired to cover situations such as seasonal demands or replacements for absences or vacations shall not become regular employees under this Agreement.

4.4 A probationary employee is one who has not completed his first six (6) calendar months of continuous service with the County as a full-time permanent employee.

4.5 The grievance and arbitration procedures provided herein shall not be applicable to any employee until he/ she becomes a regular employee.

4.6 The word "employee" when used in this Agreement shall be limited to mean "regular employee."

ARTICLE V

Work Stoppages

5.1 The County agrees that, during the term of this Agreement, it will not engage in any unlawful lockout over a dispute with the Union.

5.2 The Union agrees that neither it nor its officers, agents or representatives, nor any employee covered by this Agreement, will directly or indirectly cause, authorize, induce, encourage, instigate, ratify, condone, participate in, or fail or refuse to prevent any work stoppage, strike, refusal to cross any picket line, sympathy strike, slowdown, boycott, picketing, or any other action or inaction which interrupts or interferes with the operations of the County.

5.3 In the event of a violation or threatened violation of above Section 5.2, the Union agrees that it will take immediate affirmative steps with the persons involved (such as public announcements, letters, bulletins, telegrams, and meetings) to bring about an immediate cessation of such violation and an immediate resumption of normal operations.

5.4 Nothing in this Article shall be construed as a restriction or limitation of the County's right to immediate recourse to any court or administrative agency of competent jurisdiction.

ARTICLE VI

Health and Safety

6.1 The County agrees to continue making reasonable provisions for the health and safety of its employees during the hours of employment. The Union and the employees will extend their complete cooperation to the County in maintaining County policies, rules and regulations as to health and safety.

6.2 All new employees, upon initial employment, shall, upon request by the County, provide satisfactory medical evidence of physical fitness to perform assigned duties and freedom from communicable disease. Such evidence shall include a statement from a doctor of medicine of the employee's choice.

6.3 The County reserves the right to require any employee to submit to a drug and/or alcohol test whenever required or permitted pursuant to any applicable federal or state statute or regulation. Nothing in this Agreement, however, shall be construed as a limitation or restriction of the County's right to prohibit the use or possession of alcohol or controlled substances on County premises in County vehicles or during work hours or to discharge employees for using, possessing or being under the influence of alcohol or a controlled substance on County premises, in County vehicles or during work hours, or to enforce the provisions of the Hardin County Substance Abuse Policy adopted by the Hardin County Board of Supervisors on November 28, 1995, as said Policy may be amended from time to time.

ARTICLE VII

Grievance Procedure

7.1 The purpose of this procedure is to provide an orderly procedure for the prompt resolution of a claimed grievance at the lowest possible level.

7.2 A grievance is defined as a timely filed claim by an employee covered by this Agreement which alleges that there has been a violation of a specific provision of this Agreement by the County.

7.3 Should an employee claim a grievance, it shall be processed in the following manner :

Step One: An employee who claims a grievance shall promptly attempt to resolve the grievance informally, but in no event later than three (3) days after the occurrence upon which the grievance is based, by informal discussion with the appropriate immediate supervisor who is designated for this purpose by the County. Said immediate supervisor will give his/her oral answer to the grievance within three (3) days after the grievance was presented to him/her.

Step Two: If the grievance is not settled in Step One and the grievant wishes to appeal the grievance to Step Two, the grievant will reduce the grievance to writing and submit it to the County Engineer or his/her designee within three (3) working days after receipt of the immediate supervisor's oral answer. The written grievance shall specifically state and set forth in detail all the relevant facts upon which it is based, the section of this Agreement alleged to have been violated, the issue involved and the relief sought. The County Engineer or his/her designee will, if requested by the grievant, meet with the grievant, who may at his/her option be accompanied by a duly authorized union representative, at a time mutually agreeable to the parties and, if a settlement is not reached, the County Engineer or his/her designee will provide a written answer to the grievant within ten (10) days following such meeting.

7.4 If the grievance is not settled in accordance with the foregoing procedure, the Union and the grievant may submit the grievance to arbitration by written notice of arbitration, submitted to the County Engineer within ten (10) days after the receipt of his/her answer in Step Two. Said written notice must be signed by both the grievant and an authorized representative of the Union. Within ten (10) days after receipt of the notice, the parties shall attempt to select a mutually agreeable arbitrator. In the event the parties are unable to agree upon an arbitrator, either may, within fifteen (15) days after receipt of the notice, request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Within ten (10) days after receipt of the panel, the Union shall strike the first name from the list, the County the second, and thereafter, each shall, in that order, alternately strike a name from the list and the seventh and remaining person shall act as the arbitrator.

Subject to the availability and convenience of the County and Union representatives, the arbitrator shall schedule the time and place for a hearing on the grievance, with each side having the right to file a post-hearing brief.

7.5 An arbitrator selected pursuant to the provisions of Section 7.4 shall have no power or authority to amend, modify, nullify, ignore, add to or subtract from any terms of this Agreement, to substitute the arbitrator's discretion for that of the County, or to make any decision contrary to or inconsistent with or modifying in any way the applicable laws and rules and regulations. No liability shall accrue against the County for a date prior to the date upon which the grievance was first presented in written form. The arbitrator shall not in any way limit or interfere with the authority, powers, rights, prerogatives or discretion of the County under the terms of this Agreement or applicable law. The arbitrator's decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. Consistent with these provisions, a decision of the arbitrator shall, if within the scope of the arbitrator's authority, be final and binding. The arbitrator may not hear

more than one grievance, unless the presentation of more than one grievance involving similar facts, issues and contract provisions is mutually agreed to by the County and the Union.

7.6 The reasonable expenses, fees and costs of the arbitrator, a court reporter, transcript and hearing room shall be shared equally by the parties. Any other expenses shall be paid by the party incurring them, and each party shall be responsible for compensating its own representatives and witnesses.

7.7 All grievances shall be presented, discussed and processed during the grievant's non-working time, unless another time is mutually agreed to.

7.8 The time limits specified in this Article shall be strictly observed. If a grievance is not presented or processed within the time limits set forth herein, it shall be considered waived and the employee shall be barred from further pursuit of the grievance. If a grievance is not appealed to the next step within the specified time limit, it shall be considered settled on the basis of the County's last answer and the grievant shall be barred from further pursuit of the grievance. The failure of the County's specified representative to answer a grievance or an appeal thereof within the specified time limit shall be deemed a denial of the grievance at that step which may then be timely appealed to the next step.

7.9 If any claim or complaint is filed in any form other than under the grievance procedure of this Agreement, then the County shall not be required to process the same or similar claim or set of facts through the grievance procedure.

ARTICLE VIII
Hours of Work and Overtime

8.1 This Article is intended only to provide a basis of calculating overtime and shall not be construed as a guarantee of or limitation on hours of work per day or per week, or days of work per week.

8.2 The normal workweek shall consist of forty (40) hours per week for twenty-six (26) weeks, and forty-five (45) hours per week for twenty-six (26) weeks, exclusive of unpaid lunch periods.

8.3 All work performed in excess of forty (40) hours per week shall be paid for at one and one-half (1- 1/2) times the employee's straight-time hourly wage rate. If, and to the extent that an employee actually works all scheduled hours during the preceding workweek, except for scheduled time off for vacations, holidays or compensatory time, work performed on Saturday, Sunday and Holidays shall be paid for at one and one-half (1- 1/2) times the employee's regular straight-time hourly wage rate; in other words, if an employee works eight (8) hours on both Saturday and Sunday, but missed twelve (12) hours of work during the preceding workweek for any reason other than scheduled time off for vacation, holiday, or compensatory time, said employee would receive his/her regular straight-time hourly wage rate for the eight (8) hours worked on Saturday and the first four (4) hours worked on Sunday, and one and one-half (1- 1/2) times his/her regular straight-time hourly wage rate for the last four (4) hours worked on Sunday.

8.4 All overtime work must be authorized by and have the prior approval of supervision.

8.5 Employees will receive a thirty (30) minute unpaid lunch period, at times scheduled by the County, and one (1) fifteen (15) minute break period during each half of the working day at times scheduled by the County.

8.6 It is understood and agreed that the determination of the daily and weekly work schedules may be changed by the County from time to time to meet the County's requirements. It is also understood and agreed that the County shall have the right in its determination of the daily and weekly work schedules to reduce, extend or maintain the hours of work for any employee, and employees shall be required to work as scheduled by the County; provided, however, that employees will be given reasonable notice of any change; and provided further, that it is understood and agreed that during normal workweeks of forty (40) hours, employees will work either four (4) ten (10) hour days, or five (5) eight (8) hour days.

8.7 At the discretion of the County Engineer, compensatory time may be allowed at one and one-half (1 - 1/2) times the number of hours worked in excess of the hours in an applicable work week as set forth in Section 8.2. Employees may be required to take compensatory time instead of receiving overtime pay, provided, however, that an employee's request for compensatory time or overtime pay will not be unreasonably denied. Compensatory time will be credited to eligible employees in amounts not to exceed ninety (90) hours each contract year, and up to ninety (90) hours may be carried over from year to year. Compensatory time earned but not taken may be cashed out during any pay period. Upon termination of employment, an employee will receive payment for any unpaid, unused compensatory time.

ARTICLE IX

Seniority and Layoff Procedure

9.1 Seniority is defined as an employee's length of continuous service with the County from his/her most recent date of hire.

9.2 In the event the County determines that employees will be laid off, the County will determine which employees should be retained in order to have the best crews available, and will consider maintenance of operational efficiency, skill, training, qualifications, ability to perform,

and attendance and reliability. When these considerations are equal between or among employees affected, seniority will govern.

9.3 Those employees to be laid off will be notified as soon as possible. Laid off employees shall advise the County of their current addresses and telephone numbers during layoff. If the County desires to recall employees, such employees shall be recalled in the inverse order of layoff.

9.4 The seniority records for employees shall be maintained by the County and shall be available to the Union upon reasonable request. Any protest as to the correctness of the list must be made in writing to the County within thirty (30) days.

9.5 The seniority and any recall rights of an employee shall terminate if the employee retires, quits for any reason, is discharged, fails to report within forty-eight (48) hours after notice of recall, is laid off for a period exceeding twelve (12) months or his seniority, whichever is lesser, engages in other work while on leave of absence or gives a false reason for obtaining a leave of absence, fails to report for work at the end of a leave of absence, or is absent without notice to the County more than one (1) day in any year, unless satisfactory evidence is presented to the County that the employee was physically unable to give notice.

9.6 An employee transferred or promoted from the bargaining unit shall retain (for a period not to exceed twelve (12) calendar months) but shall not continue to accrue seniority.

ARTICLE X

Transfer Procedures

10.1 Employees who desire to permanently transfer to a permanent vacancy in the bargaining unit at another maintenance location may file a written request with the County Engineer. Such

requests shall be filed for each specific vacancy which is to be filled, and shall expire when the specific vacancy is filled.

10.2 All such permanent vacancies which are to be filled will be posted at each worksite for a period of five (5) days. A written request for a transfer shall be filed within three (3) working days after the vacancy is posted.

10.3 Notice of an involuntary transfer will be given to the employee affected as soon as practicable.

ARTICLE XI

Steward

11.1 The Employer recognizes the bargaining unit's right to have a Steward and one can be elected by the employees from among the workers in the unit.

ARTICLE XII

Leaves of Absence

12.1 Eligibility for leaves provided in this Article shall be limited to a regular full-time employee who has completed his/her probationary period. Such a leave shall be without any pay from the County, unless otherwise expressly specified in this Article. An eligible employee granted a leave shall not be eligible for any fringe benefits, including holiday pay, or accrued retirement, vacation, sick leave or seniority during the period of such leave. Premiums for insurance normally paid by the County will be paid by the employee during the period of such leave, if the employee elects to continue coverage. Any employee engaged in work for pay from another employer while on such leave, or who fails to report to active employment at the expiration

tion of a leave, will have his/her employment with the County terminated immediately and automatically.

12.2 Sick leave may be granted to regular full-time employees who have completed their probationary period and who are on the active payroll on the following basis:

- a) Sick leave can be used only for bona fide personal illness or accidental injury which is not covered by Worker's Compensation.
- b) Sick leave with pay at the employee's regular hourly rate shall accumulate at the rate of two (2) days per month of continuous employment for each month in which an employee has no unexcused absence.
- c) Unused sick leave may be accumulated up to a maximum of twenty-four (24) working days during any one year; provided, however, that unused sick leave during a year shall be added to the sick leave for the succeeding year or years, but the aggregate period of sick leave allowed shall never exceed ninety (90) working days.
- d) An employee absent due to personal illness or injury, shall, if requested by the County, furnish medical evidence which is satisfactory to the County, immediately upon return from such absence, certifying the necessity for the absence, and the employee's physical and mental ability to return to or remain at work. In appropriate cases, including surgery and pregnancy, advance medical evidence which is satisfactory to the County as to the necessity of such absence, shall be furnished to the County. An absence hereunder may be excused only for the duration of the incapacity or disability, but shall not exceed ninety (90) working days.

e) Eligible employees may be granted sick leave for regularly scheduled working time lost for the purpose of attending the funeral of a member of the employee's immediate family, on the following basis:

1) Up to three (3) calendar days' absence may be allowed for the purpose of attending the funeral of an employee's spouse, child, mother, father, grandchild, or son or daughter-in-law, if necessary.

Up to one (1) calendar day of absence may be allowed for the purpose of attending the funeral of an employee's brother, sister, or mother or father-in-law, if necessary.

2) The County will be promptly notified of any requested absence hereunder, the reason therefore, and the date thereof. In addition, the County may require proof of death and/or relationship.

3) Leave hereunder shall apply only where the employee actually attends the funeral, and the employee shall return to work as soon as possible after the funeral.

4) Leave hereunder may be allowed an eligible employee asked to serve as a pallbearer or drive a car for a funeral.

f) Eligible employees may be granted sick leave for regularly scheduled working time lost in case of emergency for the purpose of taking a member of the employee's immediate family (as defined in Section 12.2(e)(1) above) to the doctor, if necessary. Such a leave may be granted only for the time necessary, but shall not

exceed three (3) days per year and must be supported by a doctor's certificate immediately upon return from such absence.

- g) In case of injury sustained while working, a report should be made to the County Engineer on the same day. The employee shall receive regular pay for the time taken off due to the injury, but if disability is paid, it must be refunded to the County.
- h) A compensable absence for sick leave hereunder shall only be allowed for the duration of the medically certified incapacity or disability. The County reserves the right to have an employee examined by a doctor of medicine of the County's choosing, whose opinion on the issue of medical capacity to resume the performance of duties, shall be final and binding. An employee may refuse to participate in such an examination, but shall, in the event of such refusal, be deemed absent without leave and further, shall not receive any pay for such absence.

12.3 A regular employee on the active payroll full time who is required to perform jury duty, or such an employee who is a bonafide volunteer fireman in his/her community and who is called to perform voluntary fire department duty, will be reimbursed the difference between his/her regular hourly rate of pay for necessary working time lost because of such duty and the amount of compensation paid to him/her for his/her services as a juror or volunteer fireman. Provided, however, that no such payment shall be made to an employee for such jury duty or voluntary fire department duty for any time during which, in accordance with his/her work schedule, he/she would not have worked for the County. In order for an employee to be eligible, the employee must also

- a) Immediately notify his/her supervisor of the receipt of summons for jury duty or call for voluntary fire department duty.

- b) Be available for work on the last scheduled workday before and the first scheduled workday after the period of jury duty or voluntary fire department duty.
- c) Furnish the County with proper evidence of the number of days and hours and the amount of his/her compensation for jury duty or voluntary fire department duty.
- d) Be available for work for the remainder of any day after release from required jury duty or voluntary fire department duty.
- e) Time paid for herein shall not count toward the computation of overtime, nor shall it be considered as time worked or paid for within the meaning of any provision of this Agreement.

12.4 Certain employees may become eligible for leaves of absence under the Family and Medical Leave Act of 1993. While it is the County's intent to comply with the applicable provisions of said Act, it is understood and agreed by and between the parties hereto that issues related to such Act shall be within the County's sole discretion and shall not be subject to the Grievance Procedure set forth in Article VII of this Agreement.

ARTICLE XIII

Holidays

13.1 Subject to and in accordance with the provisions of this Article, a regular full-time employee who has completed the first thirty (30) days of his/her probationary period and who is on the active payroll shall receive holiday pay at his/her regular hourly rate of pay for January 1st, Washington's Birthday, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, December 25th, and the eligible employee's birthday, on the following basis:

- a) The eligible employee must work as required on the holiday if so scheduled. An eligible employee scheduled or called to work but not reporting for work as required, shall receive no holiday pay. The eligible employee who works as required on any of the above-mentioned holidays will be paid holiday pay as set forth above, in addition to pay as determined pursuant to § 8.3 of this Agreement.
- b) No holiday pay shall be paid to any employee who has failed to work both the entire last scheduled workday immediately preceding the holiday, and the entire first scheduled workday immediately following the holiday. If an employee is absent on either or both of said workdays as a result of personal injury or illness which the County can require a medical doctor's substantiation in writing, or an on-the-job injury, or with prior approval of the County Engineer, the employee shall be considered as having met these requirements. An employee on leave of absence or layoff is not eligible for holiday pay.
- c) No holiday pay shall be paid to any employee who has an unexcused absence of more than 24 working hours in the 30 calendar days preceding the holiday.
- d) When an eligible employee's vacation period includes a holiday, he/she will receive an additional day off with pay at his/her regular hourly rate.

ARTICLE XIV

Vacation

14.1 Subject to and in accordance with the provisions of this Article, vacations will be granted to regular full-time employees pursuant to the following schedule:

- a) A regular full-time employee in the continuous active service of the County for one year or more as of the anniversary of his/her most recent date of hire will be granted two weeks' vacation with pay at his/her regular hourly rate.
- b) A regular full-time employee in the continuous active service of the County for five (5) years or more as of the anniversary of his/her most recent date of hire will be granted three weeks' vacation with pay at his/her regular hourly rate.
- c) A regular full-time employee in the continuous active service of the County for ten (10) years or more, as of the anniversary date of his/her most recent date of hire, will be granted four (4) weeks vacation with pay at his/her regular hourly rate.

1.4.2 The purpose of a vacation is to enable the eligible employee to enjoy periodic rest from his/her regular job so that he/she may return to work refreshed. The vacation year will be the eligible employee's anniversary date to anniversary date. Accordingly:

- a) A vacation may not be accumulated or carried over from one year to the next, and must be taken prior to the employee's next anniversary date, or it will be forfeited; provided, however, that up to three (3) days may be carried forward to the next vacation year by mutual agreement.
- b) Upon reasonable advance notice and with the County Engineer's prior approval, an employee may take his/her annual vacation in increments of not less than one (1) day.

1.4.3 The County will post a vacation application calendar by March 1st of each year. Eligible employees may bid for vacations by designating at least thirty (30) days in advance, their first and second choices. All bids must be made by March 21st. The County may specify certain peak

periods in which vacations may not be taken. Following the bidding, the County will prepare a vacation schedule. Seniority will prevail in the scheduling of vacations where practical and the eligible employee's selection of his/her first and second preference will be considered by the County in establishing the vacation schedule to the extent practical, but in no event shall the County be obligated to schedule more than one (1) employee in the same job classification for vacation during the same week. The County will post the final vacation schedule by April 15th. While vacations will, in accordance with the foregoing be granted at times most desired by eligible employees so long as they do not conflict with the County's needs and requirements, it is understood and agreed that the final right to allot vacation periods and the right to change such allotments is reserved exclusively to the County.

ARTICLE XV

Insurance

15.1 The County will continue in effect for the life of this Agreement, the present Courthouse hospitalization (with a \$750.00 deductible per person/\$1500.00 per family), dental and life insurance programs or comparable programs subject to and in accordance with the terms and conditions of the group contracts of the insurers. The County will contribute the monthly premium cost of individual employee and family coverage under such program for eligible regular full-time employees who have completed thirty-one (31) days of continuous service and who are on the active payroll.

ARTICLE XVI

Minimum Hourly Wage Rates

16.1 The regular hourly rates of pay for employees covered by this Agreement are set out in Appendix "A" which is attached hereto.

ARTICLE XVII

Union Dues Check- Off

17.1 The County agrees to make a monthly deduction from the wages of any regular employee covered by this Agreement who has provided the County with a valid written authorization therefore, for monthly Union dues (excluding initiation fees, assessments, back dues, fines and similar items) in the amount certified by the Treasurer of the Union, and remit such monies to the Treasurer of the Union, not later than the last day of the succeeding month. Such written authorizations may be revoked by any employee at any time upon his/her thirty (30) day written notice to the County, and such written authorizations shall automatically expire upon the expiration of this Agreement.

17.2 The Union agrees to indemnify, defend, and hold the County harmless against any and all claims, demands, suits, orders, judgments, or other form of liability that may arise out of or by reason of action taken or not taken by the County in connection with the provisions of this Article. If an improper deduction is made, the Union shall refund directly to the employee any such amount.

ARTICLE XVIII

General Provisions; Term of Agreement

18.1 This Agreement constitutes the entire agreement between the parties, and concludes collective bargaining for its term.

18.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject not removed by applicable law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Union, for the life of

this Agreement, each voluntarily and unqualifiedly waives any right which might otherwise exist to negotiate over any matter during the term of this Agreement, and agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

18.3 If any provision of this Agreement is determined to be contrary to law, then such provision shall not be valid, but all other provisions of this Agreement shall remain in full force and effect.

18.4 This Agreement shall become effective July 1, 2004, and thereafter shall remain in full force and effect until June 30, 2007, and shall automatically continue in effect from year to year thereafter unless either party gives the other party written notice or fax of its desire to terminate this Agreement on or before September 1, 2006, or on or before September 1st in any succeeding renewal year.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives this ____ day of _____, 2004.

HARDIN COUNTY, IOWA

PUBLIC, PROFESSIONAL AND
MAINTENANCE EMPLOYEES, LOCAL
2003, IBPAT

By Jim Johnson
Chairman,
Board of Supervisors

By Erin Miller
Member,
Board of Supervisors

By D. Bear
Member,
Board of Supervisors

By Mark Simon
Business Manager

By Shane R. Schoss
Union Representative

By Ronald E. Weig
Union Representative

APPENDIX "A"

I. Regular Hourly Rates of Pay Effective First Full Pay Period Beginning After :

| <u>Job Classifications</u> | <u>7/1/04</u> | <u>7/1/05</u> | <u>7/1/06</u> |
|----------------------------|---------------|---------------|---------------|
| Shop Foreman | 14.68 | 15.01 | 15.35 |
| Maintenance Operator I | 14.63 | 14.96 | 15.30 |
| Maintenance Operator II | 14.47 | 14.80 | 15.13 |
| Maintenance Operator III | 14.32 | 14.64 | 14.97 |
| Mechanic I | 14.59 | 14.92 | 15.26 |
| Mechanic II | 14.47 | 14.80 | 15.13 |
| Laborer | 6.74 | 6.89 | 7.05 |

In the County Engineer's discretion, probationary employees may be paid up to one dollar (\$1.00) per hour less than the applicable rates set forth above.

II. Longevity Pay

In addition to the minimum straight-time hourly wage rates set forth above, eligible employees covered by this Agreement will receive an additional amount for length of continuous service at the following hourly rates:

| | |
|---|--------------|
| For employees completing five (5) years of continuous service..... | 5¢ per hour |
| For employees completing ten (10) years of continuous service..... | 10¢ per hour |
| For employees completing fifteen (15) years of continuous service..... | 15¢ per hour |
| For employees completing twenty (20) years of continuous service..... | 20¢ per hour |
| For employees completing twenty-five (25) years of continuous service..... | 25¢ per hour |